

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE EXPORT-IMPORT BANK OF THE REPUBLIC OF
CHINA,

Plaintiff/Judgment Creditor,

- against -

GRENADA,

Defendant/Judgment Debtor

GMO TRUST, on behalf of its series GMO EMERGING
COUNTRY DEBT FUND, GMO EMERGING
COUNTRY DEBT L.P., GMO EMERGING COUNTRY
DEBT INVESTMENT FUND PLC, GREYLOCK
GLOBAL OPPORTUNITY MASTER FUND LTD., and
FRANKLIN TEMPLETON EMERGING MARKET
DEBT OPPORTUNITIES FUND PLC,

Intervenors/Defendants.

No. 13 Civ. 1450 (WHP)

USDC SDNY
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DATE FILED: 2/6/15

JOINT STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, plaintiff The Export-Import Bank of the Republic of China ("Ex-Im Bank") and
defendant Grenada ("Grenada") entered into a Compromise and Settlement Agreement (the
"Agreement") as of December 15, 2014; and

WHEREAS, the Agreement fully resolves the issues in dispute in the action between Ex-Im
Bank and Grenada; and

WHEREAS, pursuant to the Agreement, Ex-Im Bank agreed to withdraw the action with
prejudice; and

WHEREAS, Grenada has agreed to perform its obligations under the terms and conditions of

SO ORDERED:


WILLIAM H. PAULEY III U.S.D.J.

2/6/15

the Agreement; and

WHEREAS, Intervenor-Defendants GMO Trust, on behalf of its series GMO Emerging Country Debt Fund, GMO Emerging Country Debt L.P., GMO Emerging Country Debt Investment Fund PLC, Greylock Global Opportunity Master Fund Ltd., and Franklin Templeton Emerging Market Debt Opportunities Fund PLC (collectively, "Intervenors") are not parties to the Agreement, were not permitted to review it prior to its execution, and have not consented to the same; and


WHEREAS, Intervenors' consent to the dismissal with prejudice of this action is not an expression of their approval of the Agreement, nor any of its provisions; and

WHEREAS, the Court has not reviewed the Agreement, and this stipulation of dismissal, and any order thereon, shall not be deemed or construed as an adjudication of any kind, nor the expression of the Court's approval of the Agreement, nor of any of its provisions;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between all parties by their respective counsel that, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, this action is dismissed with prejudice upon the terms set forth in this stipulation and without costs to any party.

Dated: New York, New York
February 5, 2015

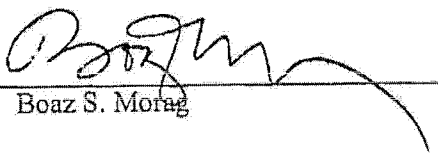
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Attorneys for Intervenor-Defendants

SO ORDERED, THIS _____ DAY OF _____ 2015

Hon. William H. Pauley III
United States District Judge

Dated: New York, New York
February 5, 2015

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